



తెలంగాణ రాజ పత్రము
RULES SUPPLEMENT TO PART-I
EXTRAORDINARY
OF
THE TELANGANA GAZETTE
PUBLISHED BY AUTHORITY

No. 23-A]

HYDERABAD, FRIDAY, JUNE 30, 2017.

NOTIFICATIONS BY GOVERNMENT

—X—

REVENUE DEPARTMENT

(JA&LA)

THE RIGHT TO FAIR COMPENSATION AND TRANSPARENCY IN LAND ACQUISITION, REHABILITATION AND RESETTLEMENT ACT, 2013 (CENTRAL ACT No. 30 OF 2013) - AMENDMENT BY THE TELANGANA AMENDMENT ACT, 2016 (ACT No. 21 OF 2017) IN ITS APPLICATION TO THE STATE OF TELANGANA - THE TELANGANA STATE LAND ACQUISITION (CONSENT AWARD, VOLUNTARY ACQUISITION AND LUMP-SUM PAYMENT TOWARDS REHABILITATION AND RESETTLEMENT) RULES, 2017.

[G. O. Ms. No. 120, Revenue (JA&LA), 30th June, 2017]

Whereas, the draft rules namely “The Telangana State Land Acquisition (Consent Award, Voluntary Acquisition and Lump-sum Payment towards Rehabilitation and Resettlement) Rules, 2017” were published, as required under section 112 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act No.30 of 2013), vide Telangana State Extra-ordinary Gazette, Part-I, dated: 31.05.2017 at pages 1-19 inviting objections/suggestions from all persons to be affected thereby before the expiry of a period of one week (7) days from the date on which the copies of the Gazette containing the Notification were made available to the public;

2. And whereas, the copies of the Gazette containing the said Notification were made available to the public on the 31st May, 2017;

3. And whereas, the appropriate objections and feasible suggestions have been considered by the Government of Telangana;

4. Now, therefore in exercise of the powers conferred by section 109(2)(v) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act No.30 of 2013), as amended by the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017), the Government of Telangana hereby make the following rules called “The Telangana State Land Acquisition (Consent

(ANNEXURE to G.O.Ms.No.120, Revenue (JA&LA) Department,
Dated: 30.06.2017)

RULES

GENERAL

1. Short title and extent.

(1) These rules may be called the Telangana State Land Acquisition (Consent Award, Voluntary Acquisition and Lump sum Payment towards Rehabilitation and Resettlement) Rules, 2017.

(2) They shall extend to the whole of the State of Telangana.

2. Definitions:

(1) In these rules, unless the context otherwise requires,□□

(a) "Act" means the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act No.30 of 2013) as amended by the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017);

(b) "**Agreement**" means as defined in the Indian Contract Act, 1872.

(c) "**Authorized Officer**" means Collector as defined in the Telangana State Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014;

(d) "**Form**" means Forms appended to these Rules.

(2) All words and expressions used but not defined in these rules shall have the meaning assigned to them in the Act and the Telangana State Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014.

POWER OF STATE GOVERNMENT UNDER SECTION 10 A OF THE ACT

3. The Requisitioning Administrative Department of the State Government shall in the first instance, finalize the minimum extent of the land required for the project.

4. The Requisitioning Administrative Department, after finalizing the extent of land required under rule 3, may, in the public interest give the required notification in Form□A under section 10 A of the Act.

5. The Requisitioning Agency shall give the requisition to the concerned District Collector in Form□B.

CONSENT AWARD UNDER SECTION 23A

6. The District Collector shall issue a notification in Form□C and may, at any stage of the land acquisition proceedings invoke the provisions of the Act for settlement of the proceedings by negotiation.

7. (a) The District Collector shall, for such proceedings issue notice to all the persons interested in the land under acquisition in Form □D for their willingness to settle their claims through negotiation.

(b) (i) The persons interested may submit their willingness in Form -E□I
(Land owners); and

(ii) the persons interested other than land owners may submit their willingness in Form □E□II

(c) The District Collector will issue a notification after finalizing the rightful land owners in Form □F

8. Negotiation shall be carried out by a Negotiation Committee consisting of the following officials:□

- (i) District Collector
- (ii) Joint Collector
- (iii) RDO/Dy. Collector - Convener of the Committee.
- (iv) Executive Engineer of a Works Dept.
(other than the requisitioning Dept.)
- (v) Representative of Requisitioning Dept.

9. The settlement reached in the negotiation shall be recorded as an Agreement in Form □G□I for land owners; and in Form G□II for other than land owners.

10. The Collector shall make an award according to the terms of such Agreement:

Provided that "the award" passed under rule 9, shall provide higher compensation than what could have been provided under the provisions in sections 30 and 31 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 read with rules 26 to 28 of the Telangana State Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014.

VOLUNTARY ACQUISITION (SALE) OF LAND

11. The Requisitioning Agency shall file requisition with the District Collector, furnishing the details of the land required for public purpose in Form □B.

12. On receipt of such requisition, the District Collector or an Authorized Officer after due verification shall, issue a public Notice in Form □C inviting claims from all the persons interested/affected for settlement by negotiation of the same.

13. The Negotiation Committee constituted under rule 8 shall carry out the negotiations.

14. The negotiations so carried out and the settlement reached thereby shall be entered into an agreement in Form G□III for land owners; and in Form G□IV for other than land owners.

15. The District Collector or the Authorized Officer shall pass an order as per the agreement entered into which shall be notified in the District Gazette:

Provided that the considerations ordered to land owners shall be higher than what could have been arrived under the provisions of sections 30 and 31 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 read with rules 26 to 28 of the Telangana State Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014.

LUMP SUM PAYMENT TOWARDS REHABILITATION AND RESETTLEMENT

16. The Authorized Officer shall finalize the details of the families affected due to land acquisition after conducting detailed enquiry duly giving a prior notice and submit a scheme to the District Collector for approval.

17. The District Collector shall offer options to the affected families to choose either entitlements as per the RFCTLARR Act, 2013 or R&R Lumpsum Package under RFCTLARR (Telangana Amendment) Act, 2016 as per the Schedule to these rules.

18. The District Collector shall make an award for payment in lump sum or otherwise depending on the choice of project affected families towards Rehabilitation & Resettlement as per the Schedule.

Provided that the lump sum payment shall be higher than what could have been arrived under the provisions of sections 30 and 31 of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 read with rules 26 to 28 of the Telangana State Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014.

MISCELLENEOUS

19. The District Collector will issue proceedings directing the Authorized Officer to ensure incorporation of necessary changes in favor of the Requisitioning Department/authority in Revenue, Registration and Survey Records while making payment of compensation/consideration to the land owners.

20. Removal of Difficulties □ If any difficulty arises as to the interpretation of any provisions of these Rules or in the implementation of such provisions, the State Government shall have powers to issue clarifications/directions for the purpose of removal of the difficulties.

FORM-A**(See Section 10A and Rule 4)****Notification**

In accordance with the provisions contained in Sec 10(A) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 in its application to the state of Telangana, the Government have decided and accordingly hereby, in the public interest, exempt (Name of the Project) from the application of provisions of the Chapter -II and Chapter -III of the Act. It is also certified that the all efforts have been made in finalizing the minimum extent of land required for the said project.

**Secretary to the Government of Requisitioning Administrative
Department**

FORM-B

(See rule 4/11)

Requisition for Land Acquisition**From:**

Name and
Designation of the Requiring Body

To

The District Collector

It is requested to acquire _____ acre(s) of land for _____ project/purpose and the details are furnished in Appendix enclosed along with three copies of Combined Sketch showing the lands to be acquired. It is certified that the land to be acquired was demarcated on field and all further necessary information and assistance will be provided on the date/time appointed /stipulated by you.

It is requested to acquire land as per provisions of Sections 23 and 30 A of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act No. 30 of 2013) as amended by the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No. 21 of 2017).

Form A is enclosed exempting the project from the provisions of Chapter II and Chapter III of the Act.

Requisite cost of acquisition including R&R will be deposited in your office as and when required.

Yours faithfully

Requisitioning Agency

Copy to Commissioner, LA and R&R, Hyderabad

Appendix to Form - B (1)

(i) Name of the District

(ii) Name of the Project

(iii) Details of Land proposed for Acquisition

| Name of the Mandal (i) | Name of the Village (ii) | Survey No. (iii) | Extent (iv) |
|------------------------------|--------------------------------|---------------------|----------------|
| | | | |
| | | | |
| | | | |

(iv) Total area under Requisition (in acres/Sq. yards)

(v)(a) Are any religious structures, grave yard or tomb etc proposed for acquisition (Yes/No)

(v)(b) If yes, reasons for inclusion

Requisitioning Agency

Appendix to Form - B (2)**Certificate to be furnished along with the requisition****Name of the project:-**

(1) Certified that the project for which the land is sought to be acquired has been accorded administrative approval vide Department letter No: _____, Dated _____ for acquisition under the Act.

(2) The estimated cost of the project is of Rs. _____ and necessary budget has been sanctioned and funds are available towards cost of Land acquisition and R&R.

(3) The Department undertakes to pay the full amount in case of decree / award by the Land Acquisition, Rehabilitation and Resettlement Authority / High Court / Supreme Court as and when asked to do so by the Collector/District Collector.

Requisitioning Agency

FORM-C**Notification**

(Under Section 11 of the Act where 10A Exemption is given)

(See rule 6/12)

**Government of Telangana
Revenue (LA) Department**

No.

Dated.

Whereas it appears to the Government of Telangana/Collector that a total of _____ acres land is required in the _____ Village _____ Mandal

District for public purpose, namely, _____

Therefore it is notified that for the above said project in the _____ Village of _____ Mandal _____ District land measuring, more or less _____ acres viz, _____ hectare of standard measurement, whose detail description is as following, is proposed for acquisition:

| Sl.No. | Survey No. | Type of Title | Type of Land | Area under Acquisition (in acre) | Name & Address of person interested | Boundaries | | | |
|--------|------------|---------------|--------------|----------------------------------|-------------------------------------|------------|----|----|----|
| | | | | | | N. | S. | E. | W. |

| Trees | |
|----------------|---------------|
| Variety | Number |

| Structures | |
|-------------------|--------------------|
| Type | Plinth area |

This notification is made under the provisions of Section 11(1) of The Right to Fair Compensation and Transparency in Land acquisition, Rehabilitation and Resettlement Act, 2013 (Central Act no.30/2013), as amended by the Right to Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017) to all whom it may concern.

A plan of the land may be inspected in the office of the District Collector & _____ on any working day ~~the~~ ^{the} working hours. The Government of Telangana / Collector cum _____ Appropriate Government is pleased to authorize

::2::

Officer _____ and his staff _____ to enter upon and survey land, take levels of any land, dig or bore into the sub-soil & do all other acts required for the proper execution of their work as provided and specified in section 12 of the said Act.

Under section 11(4) of the Act, no person shall make any transaction or cause any transaction of land i.e. sale/purchase, etc., or create any encumbrances on such land from the date of publication of such notification without prior approval of the Collector.

Objections to the acquisition if any, and claims from all the persons interested/affected for settlement by negotiation of the compensation, may be filed by the person interested in the land within 60 (sixty days) from the date of publication of this notification as provided under section 15 of the Act before District Collector./Authorized officer

District Collector

Place:

Date:

FORM-D**(See Rule 7)****Notice calling for claims for settlement through Negotiation Committee**

It is hereby informed that the land specified _____ at Survey
Nos _____ Measuring _____ Acs _____
_____ in the village of _____ in the Mandal of
_____ in the district of _____ in
the State of Telangana is needed for a public purpose for _____
_. In accordance with the notification under Sec 11 of the Right to Fair
Compensation and Transparency in Land Acquisition, Rehabilitation and
Resettlement Act, 2013, (Central Act 30 of 2013) as amended by the Right to
Compensation and Transparency in Land Acquisition, Rehabilitation and
Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017)
published at page _____ of part _____ of the
_____ Gazette, dated _____.

All persons interested in the land are requested to appear personally or
by person authorized by them before the Negotiation Committee on
_____ at _____ at _____ (time) and to state their
willingness to settle their claims through the Negotiation Committee.

District Collector/CONVENER NEGOTIATION COMMITTEE

FORM-E-I
for Land owners
(See rule 7 (b)(i))

**Affidavit to be executed by the person(s) interested before the
DLLPC on Rs.10/- Non-Judicial Stamp Paper.**

I/We, Sri/Smt./Kum _____ S/o, W/o,
D/o_____ owner/owners/ over the land in
Sy.No._____ of Village_____ Mandal
_____ District, hereby agree for the voluntary sale/ sale through
consent of my/our land to the Collector for the purpose of
_____.

I/We solemnly affirm that I/We am/are the absolute owner/owners of the land mentioned above and the land is not encumbered. The sale consideration payable for this land may be paid to me/may be paid to _____.

I/We am/are agreeable to the payment of all inclusive of sale consideration of land things attached to land including perceived livelihood loss/equivalent costs for Rehabilitation and Resettlement etc., agreed to in the District Level Negotiation Committee.

I/We hereby declare that I/We will not claim for payment of higher consideration in any court of law or in any other forum /authority. And I/We shall abide by the sale agreement finalized in the District Level Negotiation Committee.

Signature and Name of the land owners.

Date:

Attestation of Collector /Authorized Representative

Name and Designation:

Date:

FORM-E-II
for other than land owners
(See rule 7 (b)(ii))

I/We, Sri/Smt./Kum _____ S/o, W/o,
D/o _____ are persons interested in the land in
Sy.No. _____ of Village _____ Mandal
_____ District.

I/We enclose document _____ in support of my /Our claim as
an interested person in the said land.

I/We hereby agree for receiving the R&R benefits in lump sum as per the
relevant provisions of the Act.

I/We hereby declare that I/We will not claim for payment of higher
consideration in any court of law or in any other forum /authority and I
shall abide by the amount finalized by the District Level Negotiation
Committee.

Signature and Name of the interested persons

Date:

FORM-F**Notification by the District Collector****(See rule 7 (c))**

Where a notification was issued vide letter No. _____ dated _____ and published in the _____ for acquisition of the land for the project for the public purpose.

In response to the said notification, the following affected persons (land owners and others) have come forward to settle their claims through negotiation. The details of the willing affected persons are as follows.

(i) Land owners

| Name and address of the land owner | Survey No. | Extent | Remarks |
|------------------------------------|------------|--------|---------|
| | | | |

(ii) Other than the land owners

| Name and address of the person interested | Survey No. | Extent | Nature of interest |
|---|------------|--------|--------------------|
| | | | |

It is hereby notified for calling claims and objections in any, to be filed before the District Collector/Collector within the seven days of publication of this notification.

Signature of District Collector/
Collector

Date:

FORM-G-I
(See Rule 9)

Agreement
(with land owners)
(Under section 23 A and 31 A)

An agreement made this _____ day of _____ 20_____ between _____ hereinafter called the "Owner" (Which expression shall unless repugnant to the context or meaning there of include his heirs, executors and administrators) and the Requisitioning Agency represented by _____ hereinafter called the "Requisitioning Agency" on the other part and recommended by Negotiations Committee.

AND WHEREAS the right, title and interest of the owner/owners in the following land/ lands hereinafter called the said land / lands is/ are as specified below:

Persons being the absolute owner/owners of the Property or having an interest therein capable of leading ownership ultimately hereinafter mentioned and hereby conveyed in the following shares, that is to say:

- (1) _____ S/o _____ Share _____

- (2) _____ S/o _____ Share _____

- (3) _____ S/o _____ Share _____

AND WHEREAS the said land/lands have been notified under Sec 11 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, (Central Act 30 of 2013) as amended by the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017) under Notification No. _____ Dated _____, published in the newspaper on _____ under of the said Act and whereas the persons affected have given their willingness in writing .

AND WHEREAS the owner and the Requisitioning Agency agreed for payment of compensation at _____ as a _____ Lumpsum

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deal for an extent covering
Acres _____ in _____ (vlg) _____
(Mandal) _____ (District). The Lump sum deal
represents the Market value of the land including structural value and
tree value, solatium etc and Rehabilitation & Resettlement as per Schedule
under these Rules and also apportion the same among themselves as herein
after provided.

AND WHEREAS the owner have no intention to raise any dispute with regard
to the contents and manner of this Agreement and the owner have no
intention of making a reference to any court or authority, as far as the
compensation, contents and manner of this Agreement are concerned.

Signatures of the land owners

- 1.
- 2.
- 3.

Signature of Requisitioning Agency

Attested by Convener of Negotiation Committee

FORM-G-II
(Other than the land owners)

(See Rule 9)

Agreement
(Under section 23 A and 31A)

An agreement made this _____ day of _____ 20_____ between one part "Persons Interested" (Which expression shall unless repugnant to the context or meaning thereof include their successors and assignees) and the Government represented by Requisitioning Agency hereinafter called the "Requisitioning Agency" on the other part,

AND WHEREAS the right and interest of the interested party/parties in the following land/ lands hereinafter called the said land / lands is/ are as specified below:

Where the land/lands are held by the interested party /parties under the owners named herein above with respective terms and nature of interest:

(1) _____ S/o _____ Definite
Term and nature of interest _____

(2)) _____ S/o _____ Definite
Term and nature of interest _____

(3) _____ S/o _____ Definite
Term and nature of interest _____

AND WHEREAS the said land/lands have been notified under Sec 11 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, (Central Act 30 of 2013) as amended by the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017) under Notification No. _____ Dated _____, published in the newspaper on _____ under of the said Act and whereas the persons affected have given their willingness in writing

AND WHEREAS the interested party and the acquiring Agency agreed for payment of compensation at _____ as a _____ Lump sum deal for an extent covering Acrs _____ in _____ (vlg) _____

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(Mandal)_____ (District). The Lump sum deal represents the R&R benefits as per the provisions contained in the Schedule to the Rules under the Act.

AND WHEREAS the interested parties have no intention to raise any dispute with regard to the contents and manner of this Agreement and the owner/Persons interested have no intention of making a reference to any court or authority, as far as the compensation, contents and manner of this Agreement are concerned.

Signatures of persons interested in land

- 1.
- 2.
- 3.

Signature of the Requisitioning Agency

Attested by Convener of Negotiation Committee.

FORM-G-III
(See Rule 14)

Agreement
(with land owners)
(Under section 30 A and 31 A)

An agreement made this _____ day
of _____ 20_____ between _____
hereinafter called the "Owner" (Which expression shall unless repugnant to
the context or meaning there of include his heirs, executors and
administrators) and the Requisitioning Agency represented
by _____ hereinafter called the
"Requisitioning Agency" on the other part and recommended by Negotiation
Committee.

AND WHEREAS the right, title and interest of the owner/owners in the
following land/ lands hereinafter called the said land / lands is/ are as
specified below:

Persons being the absolute owner/owners of the Property or having an
interest therein capable of leading ownership ultimately hereinafter
mentioned and hereby conveyed in the following shares, that is to say:

(1) _____ S/o _____ Share _____

(2) _____ S/o _____ Share _____

(3) _____ S/o _____ Share _____

AND WHEREAS the said land/lands have been notified under Sec 11 of the
Right to Fair Compensation and Transparency in Land Acquisition,
Rehabilitation and Resettlement Act, 2013, (Central Act 30 of 2013) as
amended by the Right to Fair Compensation and Transparency in Land
Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act,
2016 (Act No.21 of 2017) under Notification No. _____ Dated _____,
published in the newspaper on _____ under of the said Act and whereas the
persons affected have given their willingness in writing .

AND WHEREAS the owner and the Requisitioning Agency agreed for payment
of compensation at _____ as a _____ Lumpsum

::2::

deal for an extent covering
Acres _____ in _____ (vlg) _____
(Mandal) _____ (District). The Lumpsum deal
represents the Market value of the land including structural value and
tree value, solatium etc and Rehabilitation & Resettlement as per Schedule
under these Rules and also apportion the same among themselves as herein
after provided.

AND WHEREAS the owner have no intention to raise any dispute with regard
to the contents and manner of this Agreement and the owner have no
intention of making a reference to any court or authority, as far as the
compensation, contents and manner of this Agreement are concerned.

Signatures of the land owners

- 1.
- 2.
- 3.

Signature of the Government represented by Collector.

FORM-G-IV
(Other than the land owners)

(See Rule 14)

Agreement
(Under section 30 A and 31A)

An agreement made this _____ day of _____ 20_____ between one part "Persons Interested" (Which expression shall unless repugnant to the context or meaning thereof include their successors and assignees) and the Government represented by Collector hereinafter called the "Government" on the other part, and recommended by Negotiation Committee.

AND WHEREAS the right and interest of the interested party/parties in the following land/ lands hereinafter called the said land / lands is/ are as specified below:

Where the land/lands are held by the interested party /parties under the owners named herein above with respective terms and nature of interest:

| | | | |
|------|-----------------------------------|----------|-------------|
| (1) | _____ S/o _____ | Definite | |
| | Term and nature of interest _____ | | |
| (2) | _____ S/o _____ | Definite | |
| | Term and nature of interest _____ | | |
| (3) | _____ S/o _____ | Definite | |
| Term | and | nature | of interest |
| | | | |

AND WHEREAS the said land/lands have been notified under Sec 11 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, (Central Act 30 of 2013) as amended by the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Telangana Amendment) Act, 2016 (Act No.21 of 2017) under Notification No._____Dated_____, published in the newspaper on _____ under of the said Act and whereas the persons affected have given their willingness in writing

AND WHEREAS the interested party and the acquiring Agency agreed for payment of compensation at _____ as a _____ Lump sum deal for an extent covering Acrs _____ in _____ (vlg) _____

::2::

(Mandal)_____ (District). The Lump sum deal represents the R&R benefits as per the provisions contained in the Schedule to the Rules under the Act.

AND WHEREAS the interested parties have no intention to raise any dispute with regard to the contents and manner of this Agreement and the owner/Persons interested have no intention of making a reference to any court or authority, as far as the compensation, contents and manner of this Agreement are concerned.

Signatures of persons interested in land

- 1.
- 2.
- 3.

Signature of the Government represented by Collector

SCHEDULE

ELEMENTS OF REHABILITATION AND RESETTLEMENT ENTITLEMENTS FOR ALL THE AFFECTED FAMILIES (BOTH LAND OWNERS AND FAMILIES WHOSE LIVELIHOOD IS PRIMARILY DEPENDENT ON LAND ACQUIRED) IN ADDITION TO THOSE PROVIDED IN THE 1ST SCHEDULE OF PRINCIPAL ACT, UNDER THE RFCTLARR (TELANGANA AMENDMENT) ACT, 2016 (ACT NO.21 OF 2017)

| Serial number | Elements of R&R entitlements | Entitlement/provision as per the RFCTLARR Act, 2013 | Rehabilitation and Resettlement lump sum package under the RFCTLARR (Telangana Amendment) Act, 2016 (Act No.21 of 2017) |
|---------------|--|---|---|
| 1) | (2) | (3) | (4) |
| 1. | Provision of housing units in case of displacement | <p>(1) If a house is lost in rural areas, a constructed house shall be provided as per the Indira Awas Yojana specifications. If a house is lost in urban areas, a constructed house shall be provided, which will be not less than 50 Sq. mts in plinth area.</p> <p>(2) The benefits listed above shall also be extended to any affected family which is without homestead land and which has been residing in the area continuously for a period of not less than three years preceding the date of notification of the affected area and which has been involuntarily displaced from such area:</p> <p>Provided that any such family in urban areas which opts not to take the house offered, shall get a one-time financial assistance for house construction, which shall not be less than one lakh fifty thousand rupees:</p> <p>Provided further that if any affected family in rural areas so prefers, the equivalent cost of the house may be offered in lieu of the constructed house:</p> <p>Provided also that no family affected by acquisition shall be given more than one house under the provisions of this Act.</p> <p><i>Explanation.</i>—The houses in urban areas may, if necessary, be provided in multi-storied building complexes.</p> | <p>Rs.5.04 lakhs (equivalent to a house as per the two-bed room housing policy of the State Government) will be paid in case of displacement of a family living together.</p> <p>OR</p> <p>Rs. 1.25 lakhs will be paid to single family (equivalent to Indira Awas Yojana , IAY)</p> <p>(Family includes a person, widow / widower, his or her spouse, minor children, minor brothers and minor sisters dependent on him / her)</p> |

| 1) | (2) | (3) | (4) |
|----|---|---|--|
| 2. | Choice of Annuity or Employment | <p>The appropriate Government shall ensure that the affected families are provided with the following options:</p> <p>(a) where jobs are created through the project, 'after providing suitable training and skill development in the required field, make provision for employment at a rate not lower than the minimum wages provided for in any other law for the time being in force, to at least one member per affected family in the project or arrange for a job in such other project as may be required; or</p> <p>(b) onetime payment of five lakhs rupees per affected family; or</p> <p>(c) Annuity policies that shall pay not less than two thousand rupees per month per family for twenty years, with appropriate indexation to the Consumer Price Index for Agricultural Labourers.</p> | <p>(a) Onetime payment of Rs. 5.00 lakhs for the affected family; OR</p> <p>(b) Rs.3,000/□ per month as annuity will be paid for an affected family in case of SC and ST for a period of 20 years. OR</p> <p>(c) Rs.2,500/□ per month as annuity will be paid for an affected family in case of other than SC and ST for a period of 20 years.</p> <p>(d) The annuities mentioned above will be with appropriate indexation to the consumer price index.</p> |
| 3. | Subsistence grant for displaced families for a period of one year | <p>Each affected family which is displaced from the land acquired shall be given a monthly subsistence allowance equivalent to three thousand rupees per month for a period of one year from the date of award. In addition to this amount, the Scheduled Castes and the Scheduled Tribes displaced from Scheduled Areas shall receive an amount equivalent to fifty thousand rupees. In cases of displacement from the Scheduled Areas, as far as possible, the affected families shall be relocated in a similar ecological zone, so as to preserve the economic opportunities, language, culture and community life of the tribal communities.</p> | <p>A total of Rs.40,000/□ will be paid per family as a subsistence grant for one year.</p> <p>In addition to above, an amount of Rs.60,000/□ as a one□time grant will be paid for the affected family belonging to SC and ST in the scheduled Areas.</p> |

| 1) | (2) | (3) | (4) |
|----|---|--|--|
| 4. | Transportation cost for displaced families | Each affected family which is displaced shall get a one-time financial assistance of fifty thousand rupees as transportation cost for shifting of the family, building materials, belongings and cattle. | Rs.60,000/- as a one-time transport grant will be paid to each affected family in case of displacement. |
| 5. | Cattle shed/petty shops cost | Each affected family having cattle or having a petty shop shall get one-time financial assistance of such amount as the appropriate Government may, by notification, specify subject to a minimum of twenty-five thousand rupees for construction of cattle shed or petty shop as the case may be. | Rs.25,000/- as a onetime financial assistance will be paid for each affected family having cattle or a petty shop for construction of cattle shed or petty shop as the case may be. |
| 6. | One time grant to artisan, small traders and certain others | Each affected family of an artisan, small trader or self-employed person or an affected family which owned non-agricultural land or commercial, industrial or institutional structure in the affected area, and which has been involuntarily displaced from the affected area due to land procurement, shall get one-time financial assistance of such amount as the appropriate Government may, by notification, specify subject to a minimum of twenty-five thousand rupees. | Rs.30,000/- as a onetime grant will be paid to artisans, small trader or self-employed person or an affected family which owned non-agricultural land or commercial, industrial or institutional structure in the affected area. |
| 7. | One-time Resettlement Allowance | Each affected family shall be given a one-time "Resettlement Allowance" of fifty thousand rupees only. | Rs.60,000/- will be paid to each affected family as one time resettlement assistance. |
| 8. | Fishing rights | In cases of irrigation or hydel projects, the affected families may be allowed fishing rights in the reservoirs, in such manner as may be prescribed by the appropriate Government. | Fishing rights for the affected families if storage tanks are created and fishing is feasible. |
| 9. | Stamp duty and registration fee | (1) The stamp duty and other fees payable for registration of the land or house allotted to the affected families shall be borne by the Procuring Agency. (2) The land for house allotted to the affected | (1) The stamp duty and other fees payable for registration of the land or house allotted to the affected families shall be borne by the Procuring Agency. (2) The land for house allotted to the affected |

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| | | families shall be free from all encumbrances. (3) The land or house allotted may be in the joint names of wife and husband of the affected family. | families shall be free from all encumbrances. (3) The land or house allotted may be in the joint names of wife and husband of the affected family. |
| 10. | Financial assistance in lieu of specified benefits | | Rs.7,50,000/-. An option will be given in case a joint family with all members living together decides to set up a self-financed scheme or an enterprise based on their own choice or for any other income generating activity. Such a family will be paid a lump sum amount of Rs.7.5 lakhs towards financial assistance in lieu of the specified benefits listed in Items 2-7 above. |

B.R. Meena,
Special Secretary to Government.

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